



WILLIAM A. BELL, SR.  
MAYOR

# CITY OF BIRMINGHAM

FINANCE DEPARTMENT

## PURCHASING DIVISION

P-100 CITY HALL  
710 NORTH 20TH STREET  
BIRMINGHAM, ALABAMA 35203-2227

TELEPHONE (205) 254-2265  
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J. THOMAS BARNETT, JR.  
FINANCE DIRECTOR

RON NICKEL  
PURCHASING AGENT

WILLIAM E. CAFFEE  
ASSISTANT PURCHASING AGENT

December 13, 2012

### INVITATION TO BID #13-02

Sealed bids for prison inmate uniforms and textile products for a period of one (1) year with month to month extensions thereafter upon mutual agreement of both parties, for the City of Birmingham, will be received by the Purchasing Agent, P-100 First Floor City Hall, Birmingham, Alabama until 2:00 p.m., January 22, 2013, at which time and place they will be publicly opened and read.

Bidder's wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at [www.birminghamal.gov](http://www.birminghamal.gov) (go to the link titled **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265, fax (205) 254-2484 and requesting a copy be mailed to you. Any addenda will be available on the internet, bidder is responsible for checking the website for addenda until bid opening date, and mailed to only those vendors who were provided a copy in person or by mail.

Bids are to be submitted on the bid form provided, and all quotations are to be f.o.b. Birmingham, Alabama delivered.

**It is required for any contract exceeding \$10,000.00 that the bidder submits with his/her bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham. In order for any award to be considered that exceeds \$10,000.00, your bid must have been accompanied by an acceptable bid bond or check in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.**

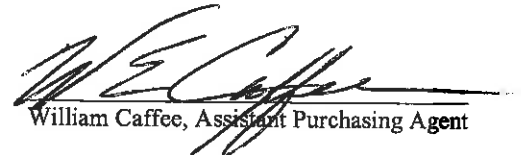
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

**No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.**

The City reserves the right to reject any or all bids submitted in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked, "SEALED BID - "INMATE UNIFORMS AND TEXTILES" - 2:00 P.M., 01/22/13." Bids may be hand delivered to Room P-100 First Floor City Hall, Birmingham, Alabama or mailed to the City of Birmingham, P.O. Box 11295, Birmingham, Alabama 35202-1295. (DO NOT MAIL BIDS TO ROOM P-100 1ST FLOOR CITY HALL). However, bids sent by any express carrier (i.e. Federal Express, UPS, DHL, etc.) must be shipped to 710 North 20th Street, and specify delivery to Room P-100, 1st Floor-City Hall.

It is the bidder's responsibility to make sure that his bid is in the possession of the Purchasing Agent on or before 2:00 p.m., January 22, 2013. Bids received after this time will not be considered.

  
William Caffee, Assistant Purchasing Agent

CL/ew

Attachment  
BN 12/19/12

## SPECIFICATIONS FOR PRISON INMATE UNIFORMS AND TEXTILE PRODUCTS

The City of Birmingham is seeking bids for prison inmate uniforms and textile products as described later in this document. This contract will consist of first line, first quality apparel and textiles only. The City intends to award to the lowest priced, responsive, responsible bidder on a group basis. Group 1 (uniforms) will be awarded as a total lot to one bidder. Group 2 (sandals) will be awarded as a lot to one bidder. Group 3 (shoes) will be awarded as a lot to one bidder. Group 4 (textiles) will be awarded on a line item basis.

The proposed contract shall extend for a minimum time frame of one (1) year, with a month to month extension thereafter, at the prices originally bid, upon mutual agreement of both parties. This extension phase is not to exceed twenty-four (24) months. Prior to the end of the initial contract year or during any extension phase of this contract, the successful bidder(s) shall give the City an advanced thirty (30) days written notice if they wish to terminate the contract. The life of this contract shall exist with the provision that no price increase in the original bid prices shall be allowed.

Municipalities are not liable for sales: Reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama Section 40-12-222). For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor". This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

The City of Birmingham does not anticipate utilization of a long, formal, written contract document to bind the City and the successful bidder(s) to an agreement. The City will issue purchase orders to the successful bidder(s) as material is required. The successful bidder(s) acknowledge by acceptance of City purchase orders for awarded items that the bidder is bound to the terms, conditions and requirements as stated in this document.

**Each bidder is to extend prices and provide a total for the bid being submitted. In order for any bid award to be considered that exceeds \$10,000.00 your bid must have been accompanied by an acceptable bid bond, certified check or cashier's checks in the amount of \$500.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.**

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the item(s) or product line(s) being supplied is/are failing to perform satisfactorily.

The contract shall become effective from the date noted in the Notification of Award letter, which will be mailed to the successful vendor.

Any bid that stipulates a reversal of freight charges if a minimum quantity or purchase order amount is not ordered, will be determined a non-responsive bid and will not be considered for award.

Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award.

Bids may be solicited for any product included in this contract where an immediate / emergency need exists, including large quantities. The decision of the Purchasing Agent as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

The City's standard payment term is Net-30 Days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any bids requiring C.O.D. payments.**

**All bids submitted are to be F.O.B. City of Birmingham, City Jail, 425 6<sup>th</sup> Avenue South, Birmingham, Alabama 35205, Monday through Friday, 8:00 a.m. to 4:00 p.m. Central Time.**

**Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.**

Successful bidder(s) acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the services contemplated hereunder. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantage business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women and any additional groups designated as socially and economically disadvantaged by the Federal Small Business Administration.

**City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, successful bidder must provide a copy of his/her current business license no later than 7 working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.**

**Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.**

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ and "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

Should other prison inmate uniform items and textile products currently not shown on the bid form be required during the life of the contract, the City reserves the right to seek verbal bids from only the responsive respondents of this Invitation To Bid, and to make an award of these additional items to the lowest responsive, responsible bidder(s) for the remaining life of this contract.

Any questions concerning these specifications should be addressed to the Purchasing Division, Charles Lindsey Phone: (205) 254-2269 or Fax: (205) 254-2484, between the hours of 8:00 a.m. and 4:00 p.m. CDT, Monday thru Friday.

The quantities shown on the bid form are estimated annual quantities only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract. The City will purchase approximately every 3-4 months as needed.

Any bid submitted must be accompanied by catalogs, brochures, and/or specification sheets which will adequately demonstrate the items being bid meet or exceed the given specifications.

Bidder shall check each and every specified item in the appropriate column provided on the right hand edge of the page as to compliance or non-compliance with specifications. Exceptions will be allowed to items that are not listed as (No Exception) if they are equal to or superior to that specified and provided that they are listed and fully explained on the exceptions page. The City of Birmingham shall be the sole judge of equality and the decision of the City of Birmingham shall be final. Bids taking total exception to the specifications will not be accepted.

[illegible]

### INMATE MOCK FLY PANTS

Orange and white uniforms to be black lettering. Burgundy uniforms to be white lettering. Garments to be Martin's Uniform, Robinson Textile or equal or better.

## SPECIFICATIONS GROUP 2, 3, & 4

## GROUP TWO

## Sandals

Sandal, shower: X Strap shower sandal, cushioned ½" sole, white insole, Shoe Corp style 11052X or equal

### GROUP THREE

## Shoes

Shoe, canvas: 10 oz medium weight slip-on canvas shoe, orange canvas upper, white vulcanized rubber sole, sewn-in insoles; anti-fungal; anti-bacterial; Shoe Corp style 6199 or equal

## GROUP FOUR

## Textiles

Curtain, shower: Heavy Duty, Staph-Check, 10 mil vinyl, less hanger loops, beige, 50" x 72"

Sheet, bed: flat 66" x 104" white only, 65% cotton & 35% polyester, minimum of 250 thread count per inch.

Sheet, bed: fitted 32" x 72" for 36" x 75" x 6" mattress with molded pillow. Elastic completely surrounding perimeter. 250 tread count per inch.

Blanket, thermal, 66" x 90" 100% Cotton, Open Weave, Tabb Textiles; Opelika, AL TB150 or equal

**Bedsprad:** 100% cotton or cotton and polyester woven perma-press ripcord, tan, 76" x 103"

Towel, bath: minimum of 87% cotton and maximum 13% synthetic fiber, 24" x 48", white.  
8 pounds per dozen.

Washcloth: 12" x 12", white, cotton and polyester blend. 1.5 pounds per dozen.

[illegible]

BID FORM

William E. Caffee  
Assistant Purchasing Agent  
Birmingham, Alabama

Submitted below is my firm bid for prison inmate uniforms for a period of one (1) year and month to month thereafter, in accordance with your invitation to bid and specifications dated **December 13, 2012**. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

APPROX QTY	DESCRIPTION	MFG & STYLE NUMBER	PRICE EACH	TOTAL
	<b>GROUP ONE</b>			
	<b>White inmate shirts</b>			
450	S thru XL		\$	\$
75	2XL		\$	\$
25	3XL		\$	\$
2	4XL & larger		\$	\$
	<b>Orange inmate shirts</b>			
1,150	S thru XL		\$	\$
150	2XL		\$	\$
25	3XL		\$	\$
2	4XL & larger		\$	\$
	<b>Burgundy inmate shirts</b>			
350	S thru XL		\$	\$
40	2XL		\$	\$
2	3XL		\$	\$
2	4XL & larger		\$	\$
	<b>White inmate pants</b>			
450	S thru XL		\$	\$
75	2XL		\$	\$
25	3XL		\$	\$
2	4XL & larger		\$	\$
	<b>Orange inmate pants</b>			
1,150	S thru XL		\$	\$
150	2XL		\$	\$
25	3XL		\$	\$
2	4XL & larger		\$	\$
	<b>Burgundy inmate pants</b>			
350	S thru XL		\$	\$
40	2XL		\$	\$
2	3XL		\$	\$
2	4XL & larger		\$	\$
		Total for Group One	\$	\$

APPROX QTY	DESCRIPTION	MFG & STYLE NUMBER	PRICE EACH	TOTAL
	<b>GROUP TWO</b>			
	<b>Sandals</b>			
24	Sandal, X Strap Med		\$	\$
144	Sandal, X Strap L		\$	\$
432	Sandal, X strap XL		\$	\$
432	Sandal, X Strap 2XL		\$	\$
		Total for Group Two		
	<b>GROUP THREE</b>			
	<b>Shoes</b>			
24	Shoe, orange canvas women's size 8		\$	\$
24	Shoe, orange canvas women's size 9		\$	\$
24	Shoe, orange canvas women's size 10		\$	\$
24	Shoe, orange canvas men's size 10		\$	\$
120	Shoe, orange canvas men's size 11		\$	\$
96	Shoe, orange canvas men's size 12		\$	\$
		Total for Group Three		\$
	<b>GROUP FOUR</b>			
	<b>Textiles</b>			
36	Curtain, shower: Heavy Duty, Staph-Check, 10 mil vinyl, less hanger loops, Beige, Size 50" x 72"		\$	\$
700	Sheet, bed: 66" x 104" white only, 50% cotton & 50% polyester, minimum of 250 thread count per inch.		\$	\$
300	Sheet, bed: fitted 32" x 72" for 36" x 75" x 6" mattress with molded pillow; 250 thread count per inch		\$	\$
24	Bedspread: 100% cotton or cotton and polyester woven perma-press ripcord, tan, 76" x 103".		\$	\$
240	Towel, bath: minimum of 87% cotton and maximum 13% synthetic fiber, 24" x 48", white.		\$	\$
144	Towel, face: Washcloth, 12" x 12", white, cotton and polyester blend. Packaged by the dozen		\$	\$
		Total for Group Four		\$
		Total Group One		\$
		Total Group Two		\$
		Total Group Three		\$
		Total Group Four		\$
		Grand Total		\$

Any bid submitted for which the grand total exceeds \$10,000.00 must be accompanied by a certified check, cashier's check, money order or bid bond in the amount of \$500.00.

## Bid Form Cont'd

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

### **EXCEPTIONS TO SPECIFICATIONS:**

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Date of Bid

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Company

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Street Address

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City State Zip

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Post Office Box

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Tax ID Number

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City State Zip

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Name (Print or Type)

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Terms of Payment

---

Signature

---

Delivery Date

---

Title

---

Telephone Number

---

E-Mail Address

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Fax Number